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NOTE CHANGES  
MADE BY COURT

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Attorneys for Plaintiff  
ROBERT CLARIZIO

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

ROBERT CLARIZIO, an individual,

Plaintiff,

v.

VERIZON CALIFORNIA, INC., a  
California corporation, and DOES 1  
through 10, inclusive.

Defendants.

Case No. CV11-03095 GW (AGR<sub>x</sub>)

**DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE  
JUDGE ALICIA G. ROSENBERG**

**[PROPOSED] ORDER GRANTING  
JOINT STIPULATED  
PROTECTIVE ORDER  
REGARDING PRODUCTION OF  
CONFIDENTIAL INFORMATION**

Judge: Hon. Alicia G. Rosenberg  
Ctm.: D - 8th Floor

Complaint Filed: April 12, 2011  
Trial Date: June 2, 2012

[PROPOSED] ORDER GRANTING JOINT STIPULATED PROTECTIVE ORDER  
CV11-03095 GW (AGR<sub>x</sub>)

1 Pursuant to the Joint Stipulation filed by the Parties on February 15, 2012,  
2 and good cause being shown, the Parties' Stipulation is granted as follows.

3 **IT IS HEREBY ORDERED THAT:**

4 The Joint Stipulation and this Protective Order shall govern Confidential  
5 Documents as described in the Joint Stipulation.

6 1. **Confidential Documents.** Confidential treatment shall be afforded to  
7 certain of Defendant Verizon California, Inc.'s documents that contain confidential  
8 and/or proprietary information. These documents will be stamped "Confidential"  
9 prior to production ("Confidential Documents").

10 2. **Restricted Disclosure of Confidential Documents.** Confidential  
11 Documents obtained by Plaintiff during the course of discovery shall be used by  
12 Plaintiff solely for the prosecution of claims in the Lawsuit. Absent written  
13 agreement by Defendant, Confidential Documents may not be shown, or their  
14 contents disclosed, to any person other than the following:

15 (a) legal counsel of Plaintiff, and the necessary paralegal, secretarial and  
16 clerical personnel employed by legal counsel;

17 (b) the Court in the Lawsuit, including any courtroom personnel, judge,  
18 referee, settlement judge, magistrate judge, ~~and paneled or selected jury at trial;~~

19 (c) Plaintiff, provided that in advance of such disclosure, Plaintiff's  
20 counsel shall inform Plaintiff of the terms of the Stipulation and deliver to Plaintiff  
21 a copy of the Stipulation and a Declaration Regarding Confidentiality form,  
22 attached hereto, which shall be read and signed, and a copy of which shall be  
23 retained by Plaintiff's counsel;

24 (d) expert witnesses retained by Plaintiff in the action; and,

25 (e) persons whom Plaintiff's counsel believes to be percipient witnesses  
26 provided that in advance of such disclosure, Plaintiff's counsel shall inform such  
27 persons of the terms of the Stipulation and deliver to such persons a copy of the  
28

1 Stipulation with a Declaration Regarding Confidentiality form, attached hereto,  
 2 which shall be read and signed by each such person, and retained by Plaintiff's  
 3 counsel. Percipient witnesses need not sign the Declaration Regarding  
 4 Confidentiality form prior to being shown Confidential Documents during their  
 5 deposition or at trial. However, they shall not retain copies of the Confidential  
 6 Documents.

7 Only the individuals or entities mentioned in subparagraphs (a) and (b)  
 8 above, shall be allowed to retain copies of Confidential Documents, subject to  
 9 Paragraph 3 below. The individuals mentioned in subparagraphs (c) through (e)  
 10 above, shall not retain copies of Confidential Documents produced in this  
 11 litigation.

12 3. **Return of Confidential Documents.** All Confidential Documents,  
 13 and copies of Confidential Documents, shall be returned to Defendant's counsel at  
 14 the termination of the Lawsuit.

15 4. **Enforcement.** In the event that Plaintiff or his counsel breaches any  
 16 provision of the Stipulation, Defendant shall have, in addition to and without  
 17 *AGR* limiting any other remedy or right it may have at law or in equity, the right to <sup>*seek*</sup> a  
 18 temporary and permanent injunction restraining any such breach, without any bond  
 19 or security being required. In any such proceeding, Plaintiff waives any defense  
 20 that Defendant does not have an adequate remedy at law or that the injury suffered  
 21 as a consequence of such breach is not irreparable. Defendant shall be entitled to  
 22 recover its reasonable attorneys' fees and costs in the event they prevail in a  
 23 proceeding to enforce any of the provisions of the Stipulation. Plaintiff agrees to  
 24 submit to the jurisdiction of the United States District Court for the Central District  
 25 of California with respect to any action to enforce this Stipulation.

26 5. **Filing of Confidential Documents.** This Stipulation does not  
 27 necessarily require the filing of Confidential Documents to be under seal.

1 However, Plaintiff agrees that before filing a document stamped "Confidential"  
2 that he will meet and confer with defense counsel and should Defendant wish that  
3 a particular document be filed under seal, that Plaintiff shall seek to file such  
4 document under seal.

5  
6  
7 **IT IS SO ORDERED.**

8  
9 Dated: February 17, 2012

Alicia G. Rosenberg  
Honorable Alicia G. Rosenberg  
United States Magistrate

EXHIBIT A

**DECLARATION REGARDING CONFIDENTIALITY**

I, \_\_\_\_\_ declare:

1. I reside at \_\_\_\_\_.

2. I have read the Joint Stipulated Protective Order dated February \_\_, 2012, entered in the litigation between Plaintiff Robert Clarizio and Defendant herein, *Clarizio v. Verizon California, Inc., et al.*, United States District Court, Central District of California, Case No. CV11-03095 GW (AGRx) ("the Order").

3. I am familiar with the contents of the Order and agree to comply and be bound by the provisions thereof.

4. I will not divulge to persons other than those specifically authorized by the Order, and will not copy or use except solely for the purposes of this litigation and only as expressly permitted by the terms of the Order, any information obtained pursuant to the Order.

5. By signing below, I hereby agree to submit to the jurisdiction of the United States District Court for the Central District of California as the sole and exclusive venue for resolving any and all disputes regarding the Order and this Declaration Regarding Confidentiality.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2012 at \_\_\_\_\_.

\_\_\_\_\_  
Signature